

## EXHIBIT A



## AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 7321 Markell Road, Waite Hill, OH 44094

Buyer(s): John J Heublein

Seller(s): Wilson Land properties, LLC

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

### II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Michelle Webb/ MKT and real estate brokerage BHHS Professional Realty will

- ☒ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- ☐ represent only the (check one) ☐ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

John J Heublein  
BUYER/TENANT  
dotloop verified  
09/21/18 8:34PM EDT  
L3W1-T05G-VKFW-LEFZ  
DATE  
BUYER/TENANT DATE

Michelle Webb  
SELLER/LANDLORD  
9.30.18  
DATE  
SELLER/LANDLORD DATE

## WALK-THROUGH ADDENDUM

Property Address: 7321 Markell Road, Waite Hill, OH 44094

This Addendum is made part of the Agreement between John J Heublein (Buyer)  
and Wilson Land properties, LLC (Seller) for the address listed above (the "Property")  
with offer dated 09/20/2018.

The parties agree that the Buyer will be given an opportunity to walk through the Property on or about  
two (2) day(s) prior to the date of title transfer solely for the purpose of verifying that the Property  
is in the same or similar condition, absent normal wear and tear, as at the time of the execution of the  
Agreement.

Buyer acknowledges and agrees that no issues may be raised at the time of the walk-through with  
respect to any condition of the Property that was in existence at the time of Buyer previously viewing  
the Property or having been resolved and agreed to in previous addendums to the Agreement.

In the event that the walk-through evidences a material adverse change in the condition of the Property,  
the Buyer shall promptly notify the Seller and the escrow agent in writing.

Thereafter, the parties shall mutually agree, in writing to: (1) an amount to be held in escrow from  
Seller's proceeds pending correction of the material adverse change; or (2) an amount to be credited to  
Buyer through escrow at the time of title transfer; or (3) to have Seller, at Sellers expense, correct the  
problem (material adverse change) specifically identified by Buyer prior to transfer; or (4) void the  
Agreement and the Earnest Monies shall be returned to Buyer as stated in the Agreement.

Additional Terms and Conditions:

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John J Heublein  
dotloop verified  
09/21/18 8:34PM EDT  
A7RE-2U1X-P321-IKS

Buyer Date

--

Buyer Date

X Wilson Land properties, LLC 9.30.18

Seller Date

--

Seller Date



**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards****Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

7321 Markell Road, Waite Hill, OH 44094

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

(c) ☒ Purchaser has received copies of all information listed above.

(d) ☒ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

(f) ☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Wilson Land Properties, LLC	dotloop verified 07/12/18 2:05PM EDT U6A1-1OQR-JHW-HOBX	X <i>Carl M. Oslaw</i>	9-30-18
Seller	Date	Seller	Date
John J. Heublein	dotloop verified 09/21/18 8:27PM EDT SSQR-GGZF-BAUJ-DMEH		
Purchaser	Date	Purchaser	Date
Michelle Webb	dotloop verified 07/06/18 2:24PM EDT 3DMW-CSX9-KRVD-XIYO	Michelle R Webb	dotloop verified 09/20/18 1:58PM EDT GSL5-QH15-K2HX-XZJC
Agent	Date	Agent	Date



BERKSHIRE HATHAWAY  
HomeServices  
Professional Realty



Delayed Closing Notice

In today's real estate market, we are experiencing many events that unfortunately may delay a transaction. Even though buyers and sellers enter into a real estate purchase contract and agree on specific closing dates, there are obstacles today that are not controlled by Berkshire Hathaway Home Services Professional Realty which may affect these agreed upon dates. The following are examples of some of these obstacles:

Bank owned contracts  
Short sale approvals  
Damage done to properties that need to be fixed/repaired  
Utility turn offs/Winterization  
Deeds not prepared on recently foreclosed homes  
New appraisal requirements  
Volume of government loans in process  
Condominium reviews  
PMI approvals  
More loan conditions due to banks tightening underwriting standards  
Specialized program approvals (i.e. OHFA, USDA)  
Banks/Mortgage Companies dropping programs during a transaction  
Banks/Mortgage Companies going out of business  
POA's needed on Bank owned properties, where banks appoint third parties to sign  
New Truth in Lending Act Policy (effective August 1, 2009)  
Home Owners Insurance Issues

We want this transaction to be a positive and successful venture for all, and it is our promise to do whatever we can to avoid such delays. It is however, our duty to inform you of possible delays which may extend the closing of your transaction.

It is important that Buyers and Sellers use their best efforts to perform all actions (including applying for financing, conducting inspections, and otherwise preparing to transfer funds and title) required for closing in a timely fashion.

*John J. Hunkle*  
dotloop verified  
09/21/18 8:26PM EDT  
5FB0-W2MN-8YCS-EHP1

Buyer Signature

Date

*John J. Hunkle*  
dotloop verified  
09/21/18 8:26PM EDT  
SDJE-4WOM-4OGD-MDJ9

Buyer Signature

Date

Seller Signature

Date

*X [Signature] M. [Signature]*

9.30.18

Seller Signature

Date

\*Thank you for doing business with The Michael Kaim Team of Berkshire Hathaway Home Services Professional Realty.





# PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE



**BUYER** The undersigned (1) John J Heublein (2) \_\_\_\_\_ offers to buy the

**PROPERTY** located at 7321 Markell Road, City Waite Hill

Ohio, ZIP 44094 Permanent Parcel No(s) 25A0080000350

and further described as being: Three bedroom Ranch , 3.5 bath

The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and control unit, smoke detectors, garage door opener(s) and \_\_\_\_\_ controls; and all permanently attached carpeting.

The following items shall also remain: ☐ satellite dish; ☐ TV mount(s); ☒ range and oven; ☐ microwave; ☒ kitchen refrigerator; ☒ dishwasher; ☐ washer; ☐ dryer; ☐ radiator covers; ☐ window air conditioner; ☒ central air conditioning; ☐ gas grill; ☒ fireplace tools; ☒ screen; ☒ glass doors and grate; ☒ all existing window treatments; ☒ ceiling fan(s); ☒ wood burner stove inserts; ☒ gas logs; and ☐ water softener. Also included: \_\_\_\_\_

NOT included: \_\_\_\_\_

**SECONDARY OFFER** This ☒ is ☐ is not a secondary offer. This secondary offer, if applicable, will become a primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before \_\_\_\_\_ (date). BUYER shall have the right to terminate this secondary offer at any time prior to BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or the SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

**PRICE** BUYER shall pay the sum of

\$530,000

Payable as follows:

Earnest money paid to Broker will be deposited in a non-interest bearing trust account and credited against purchase price.

\$5,000

☐ Check to be deposited immediately upon acceptance of the offer.

☒ Note to be redeemed within four (4) days after acceptance of the offer.

Cash to be deposited in escrow

\$101,000

Mortgage loan to be obtained by BUYER

\$424,000

☒ CONVENTIONAL, ☐ FHA, ☐ VA, ☐ OTHER \_\_\_\_\_

Seller to pay up to \$0 \_\_\_\_\_ of Buyers Closing Costs, Points, Pre-pays, and/or Broker Service Fee.

**FINANCING** BUYER shall make a written application for the above mortgage loan within Seven (7) days

after acceptance and shall obtain a commitment from Metro Mortgage or other lending institution chosen by the BUYER for that loan on or about 10/26/2018. If the closing cannot occur by the scheduled closing date due to any government regulation or lender requirement, the date of closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business days. If, despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other.

NOTE: In the event of a dispute between the SELLER and BUYER regarding the disbursement of the earnest money, the Broker is required by Ohio law to maintain such funds in his trust account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two (2) years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such written release or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the BUYER with no further notice to the SELLER.

X 20 (SELLER's initials)

9.30.18

09/21/18  
8:34PM EDT  
dotloop verified

(BUYER's initials)



[FOR PROPERTY LOCATED AT: 7321 Markell Road, Waite Hill, OH 44094]

**CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or escrow agent on or about 12/12/2018 and title shall be transferred on or about 12/12/2018.

**POSSESSION** SELLER shall deliver possession to BUYER on 12/12/2018 (date) 5:00 (time) ☐ AM ☒ PM, provided the title has transferred. Subject to BUYER'S rights, if any, the premises may be occupied by the SELLER free for N/A days. If the SELLER is to occupy the property after this period, see "Seller's Occupancy After Title Transfer" Addendum.

**TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from ~~Venture Land Title Agency / Lawyers Title~~ OR Ohio Real Title (escrow) in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any REALTOR(S)® shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

All title and escrow shall be with Lake County Title. Title shall transfer subject to court approval.

**PRORATIONS** General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to the date of the title transfer. If the property being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on reserve once they receive notice from the local county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes or assessments, public or private, except the following:

In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), ☐ BUYER ☐ SELLER agrees to pay the amount of such recoupment.

**CHARGES/ESCROW INSTRUCTIONS** This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) prorations due BUYER; e) percentage Broker's commissions in accordance with the listing agreement; f) one-half of the escrow (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee); g) the cost of preparation of the deed; h) SELLER shall pay directly all utility charges to the date of title transfer or date of possession, whichever is later. The escrow agent shall withhold \$250 from the proceeds due FOR SELLER for the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage; d) if BUYER is represented by BHHS Professional Realty, a fee of \$595.00 for brokerage services rendered. BUYER shall secure new insurance on the property as of the Closing. If the closing cannot occur

X

[Signature]

(SELLER's initials)

[Signature]

(BUYER's initials)



[FOR PROPERTY LOCATED AT: 7321 Markell Road, Waite Hill, OH 44094]

by the scheduled closing date due to any government regulation or lender requirement, the date of closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business days. The Selling and Listing Brokers request a copy of the Closing Disclosure (or any other settlement statement), and the Buyer(s) and Seller(s) hereby authorize and instruct the escrow agent to send a copy to their respect Broker(s) promptly after closing, which the Broker(s) may share with the other parties to the transaction.

**HOME WARRANTY** BUYER acknowledges the availability of an HMS MasterPEACE Limited Home Warranty (with a deductible) which ☐ will ☒ will not be provided at a cost of \$0 charged to ☐ SELLER ☐ BUYER in escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY will not cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider.

**INSPECTION** This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of BUYER's choice within the specified number of days after formation of a binding agreement, BUYER assumes sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER understands that all real property and improvements may contain defects and conditions that are not readily apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER's inspectors regarding the condition and systems of the property. INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

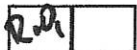
**WAIVER** ☐ ☐ (BUYER's initials) BUYER elects to waive each professional inspection to which BUYER has not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such Inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

Choice		Inspection		Expense	
Yes	No			BUYER's	SELLER's
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GENERAL HOME	w/i 15 days after acceptance of offer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	SEPTIC SYSTEM	w/i ____ days after acceptance of offer	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	PEST/ WOOD DESTROYING INSECTS	w/i ____ days after acceptance of offer	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	WATER POTABILITY	w/i ____ days after acceptance of offer	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	WELL FLOW RATE	w/i ____ days after acceptance of offer	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RADON GAS	w/i 30 days after acceptance of offer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	_____	w/i ____ days after acceptance of offer	<input type="checkbox"/>	<input type="checkbox"/>

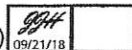
After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) remove the inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION; or b) accept the property subject to SELLER agreeing to have specific items that were either previously disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner SELLER'S expense; or c) Terminate this AGREEMENT if written inspection report(s) identify material latent defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an Amendment to this AGREEMENT removing the inspection contingency and this AGREEMENT will proceed in full force and effect. If the property is accepted, subject to the SELLER repairing specific defects, BUYER shall provide to SELLER a copy of the inspection report(s) and sign an Amendment to this AGREEMENT removing the inspection contingency and identifying the defects that are to be repaired. SELLER and BUYER shall have three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing which defects, if any, will be corrected at SELLER's expense. If a written agreement is not signed by SELLER and BUYER within those three (3) days, this AGREEMENT is null and void and SELLER and BUYER agree to sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and both parties agree to promptly sign a mutual

X



(SELLER's initials)



(BUYER's initials)



[FOR PROPERTY LOCATED AT: 7321 Markell Road, Waite Hill, OH 44094]

release. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other or to Broker(s). The BUYER and SELLER can mutually agree **IN WRITING** to extend the dates for inspections, repairs, or to exercise their right to terminate the AGREEMENT. SELLER agrees to provide reasonable access to the property for BUYER to review and approve any conditions corrected by SELLER.

**LEAD-BASED PAINT** ☐ Yes ☒ No BUYER shall have the right to have a risk assessment or inspection of the property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER's expense within ten (10) days after formation of a binding agreement. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home" for more information.) In the event existing deficiencies or corrections are identified by the inspector in its written report, BUYER shall have the right to terminate this AGREEMENT or request that the SELLER repair the specific existing deficiencies noted on the written inspection report. In the latter event, BUYER agrees to immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER's request for repairs, SELLER will have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide BUYER, prior to Title Transfer, with a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct the deficiencies, BUYER may elect to terminate this AGREEMENT or accept the property in its "AS IS" condition. BUYER may remove this right of inspection at any time without SELLER's consent.

BUYER ☒ HAS ☐ ☒ (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS."

BUYER ☐ HAS NOT ☐ ☐ (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (disclosure form)." This offer is subject to the SELLER completing the disclosure form and BUYER's review and approval of the information contained on the disclosure form within three (3) business days from receipt.

**MEGAN'S LAW** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and agrees to inquire with the local Sheriff's office. BUYER agrees to assume the responsibility to check with the local Sheriff's office for additional information. BUYER will rely on BUYER'S own inquiry with the local Sheriff's office as to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the transaction.

**CONDITION OF PROPERTY** BUYER has examined the property and agrees that the property is being purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the State of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form. Buyer agrees to conduct their own investigation of any off-site conditions.

BUYER ☒ HAS ☐ ☒ (BUYER's initials) received a copy of the Residential Property Disclosure Form signed by SELLER on \_\_\_\_\_ (date) prior to writing this offer.

BUYER ☐ HAS NOT ☐ ☐ (BUYER's initials) received a copy of the Residential Property Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER's review and approval of the information contained on the disclosure form within three (3) business days from receipt.

BUYER acknowledges ☐ ☒ (BUYER's initials) SELLER will not complete or is exempt from completing the Residential Property Disclosure Form pursuant to Ohio Rev. Code Section 5302.30. SELLER shall pay all costs for the repair of any gas and/or water line leak found between the street and foundation at the time of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall have Three (3) days after receipt by BUYER of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in

☒ (SELLER's initials)

☒ (BUYER's initials)  
8:34PM EDT  
dotloop verified



[FOR PROPERTY LOCATED AT: 7321 Markell Road, Waite Hill, OH 44094]

writing, this AGREEMENT can be declared null and void by either party.

**REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Residential Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list any and all verbal representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none, write "none"):

None

**DAMAGE** If any building or other improvements are destroyed or damaged in excess of ten percent (10%) of the purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage (with SELLER paying any deductible) and complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such damage is less than ten percent (10%) of the purchase price, SELLER shall restore the property to its prior condition.

**FAIR HOUSING LAWS** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin; or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

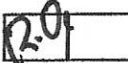
**BINDING AGREEMENT** Upon written acceptance and then either written or verbal notice of such acceptance to the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days. This AGREEMENT is a legally binding contract, if you have any questions of law, consult your attorney.

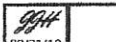
**ADDENDA** The additional terms and conditions in the attached addenda are made part of this AGREEMENT:

☒ Agency Disclosure Form, ☐ Residential Property Disclosure Form, ☐ VA, ☐ FHA, ☐ FHA Home Inspection Notice, ☐ Condo, ☐ House Sale Contingency, ☐ House Sale Concurrence, ☒ Lead Based Paint, ☐ Other \_\_\_\_\_

The terms and conditions of any addenda supersede any conflicting terms in this AGREEMENT.

**FULL SERVICE COMMITMENT** Buyer's and Seller's initials indicate that a full explanation of the services and benefits available through BHHS Professional Realty affiliated Mortgage and Title services has been provided. ☐ (Buyer) ☐ (Seller).

X  (SELLER's initials)

 (BUYER's initials)  
09/27/18  
8:34PM EDT  
dotloop verified

[FOR PROPERTY LOCATED AT: 7321 Markell Road, Waite Hill, OH 44094]

**DURATION OF OFFER** This offer shall be open for acceptance until \_\_\_\_\_ at \_\_\_\_\_ ☐ AM ☐ PM

286	<u>John J Heublein</u>	dotloop verified 09/21/18 8:34PM EDT XV3LJNMT-JNDE-F9F1	
287	(BUYER Signature)	(Date)	(BUYER Signature) (Date)
288	John J Heublein		
289	(Print BUYER Name)		(Print BUYER Name)
290	OH		216-797-8110
291	(BUYER Address and ZIP Code)		(BUYER Phone No.)
292	jay@onesky.com		
293	(BUYER Email)		

**DEPOSIT RECEIPT** Receipt is hereby acknowledged of \$5,000 \_\_\_\_\_ earnest money by ☐ check ☒ note, subject to terms of the above offer.

**ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs, the escrow agent to pay from SELLER'S escrow funds a commission of \_\_\_\_\_ percent (3 \_\_\_\_\_ %) of the purchase price to **BHHS Professional Realty** \_\_\_\_\_ (Broker) \_\_\_\_\_ **14775 Pearl Rd, Strongsville OH 44136** \_\_\_\_\_ (Address) and as per MLS agreement \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the purchase price to **BHHS Professional Realty** \_\_\_\_\_ (Broker) \_\_\_\_\_ (Address) as the sole procuring agents in this transaction.

**TITLE** is presently in the name of (please print): Wilson Land Property

314	X <u>Lane M. Owen</u>	9.30.18	
315	(SELLER Signature)	(Date)	(SELLER Signature) (Date)
316	Wilson Land properties, LLC		(Print SELLER Name)
317	(Print SELLER Name)		
318	8500 Station Street, 113, mentor, OH 44060		219-695-2967
319	(SELLER Address and ZIP Code)		(SELLER Phone No.)
320	bethannosborne@yahoo.com		
321	(SELLER Email)		

The following information is provided solely for the Multiple Listing Services' use and will be completed by the Brokers or their agents and is not part of the terms of the Purchase Agreement.

<b>Multiple Listing Information:</b>	
Michelle Webb/ Kaim Team	429844
(Listing agent name)	(Listing agent license #)
BHHS Professional Realty	9388
(Listing broker name)	(Listing broker office #)
Michael Kaim /	430767 /
(Selling agent name)	(Selling agent license #)
BHHS Professional Realty	9388
(Selling broker name)	(Selling broker office #)

X 201  
9.30.18

(SELLER's initials)

dotloop verified  
09/21/18  
8:34PM EDT

(BUYER's initials)





**BERKSHIRE HATHAWAY**  
HomeServices  
Professional Realty

# OHIO CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected Berkshire Hathaway Home Services Professional Realty to help you with your real estate needs. Whether you are selling, buying or leasing real estate Berkshire Hathaway Home Services Professional Realty can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website [www.com.state.oh.us](http://www.com.state.oh.us).

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

**Because it is important that you have this information Ohio law requires that we ask you to sign below, acknowledging receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.**

### ***Representing the Sellers***

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances a listing broker may offer "sub-agency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

### ***Representing Buyers***

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and, account for any money they handle in the transaction.

### ***Dual Agency***

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

### ***Representing Both the Buyer & Seller***

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the



brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

#### ***Working With Berkshire Hathaway HomeServices Professional Realty***

Berkshire Hathaway Home Services Professional Realty offers representation to both buyers and sellers, therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but Berkshire Hathaway Home Services Professional Realty and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Berkshire Hathaway Home Services Professional Realty will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information. In the event that both the buyer and seller are represented by the same agent and that agent and Berkshire Hathaway Home Services Professional Realty will act as a dual agent but only if both parties agree.

As a dual agent they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party. If dual agency occurs you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage. As a buyer you may also choose to represent yourself on properties Berkshire Hathaway Home Services Professional Realty has listed. In that instance Berkshire Hathaway Home Services Professional Realty will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

#### ***Working With Other Brokerages***

When Berkshire Hathaway Home Services Professional Realty lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Berkshire Hathaway Home Services Professional Realty does reserve the right, in some instances, to vary the compensation it offers to other brokerages.

As a seller, you should understand that just because Berkshire Hathaway Home Services Professional Realty shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and Berkshire Hathaway Home Services Professional Realty will be representing your interests. When acting as a buyer's agent, Berkshire Hathaway Home Services Professional Realty also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

#### ***Fair Housing Statement***

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes



Rev. 10-2011





**BERKSHIRE HATHAWAY**  
HomeServices  
Professional Realty

**Acknowledgement of Receipt**

I acknowledge that I received a copy of the Consumer Guide to Agency Relationships in the State of Ohio. I understand that the receipt of this information in no way constitutes an agent/client relationship and that I have no obligation to Berkshire Hathaway Home Services Professional Realty or its' agents at this time.

\_\_\_\_\_  
Name (Please Print)

*John J Henblein* dotloop verified  
09/21/18 8:34PM EDT  
0Y1K-BPL6-NOG8-JOS

Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

*John J Henblein* dotloop verified  
09/21/18 8:34PM EDT  
1BRQ-EXRB-XZ5Y-APHI

Signature

\_\_\_\_\_  
Date

## DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

**As a dual agent, the agent(s) and brokerage shall:**

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

**As a dual agent, the agent(s) and brokerage shall not:**

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100





# PROMISSORY NOTE

Property Address: 7321 Markell Road, Waite Hill, OH 44094

Date 09/20/2018

After date, I/We promise to pay to the order of:

BHHS Professional Realty

Company Name

Five Thousand

Dollars

\$ 5,000

with interest at -0- percent per annum for valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

DUE DATE IS ON DEMAND

John J Heublein

Buyers Name (print)

Date

*John J Heublein*

Buyers Signature

dotloop verified  
09/21/18 8:34PM EDT  
IG9E-WR22-NWEI-4UJP

Buyers Name (print)

Date

Buyers Signature





STATE OF OHIO  
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

**Purpose of Disclosure Form:** This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

**Owner's Statement:** The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

**Instructions to Owner:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials MSH Date \_\_\_\_\_  
Owner's Initials            Date \_\_\_\_\_

(Page 1 of 5)

Purchaser's Initials JBH Date \_\_\_\_\_  
Purchaser's Initials            Date \_\_\_\_\_



STATE OF OHIO DEPARTMENT  
OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301.5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address:

7321 Markell Road, Waite Hill, OH 44094

Owners Name(s):

Wilson Land properties, LLC

Date:

Owner ☐ is ☒ is not occupying the property. If owner is occupying the property, since what date:

If owner is not occupying the property, since what date:

Never Occupied Property.

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

☐ Public Water Service

☐ Holding Tank

☐ Unknown

☐ Private Water Service

☐ Cistern

☐ Other

☐ Private Well

☐ Spring

☐ Shared Well

☐ Pond

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? ☐ Yes  
No ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) ☐ Yes ☒ No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

☐ Public Sewer

☒ Private Sewer

☐ Septic Tank

☐ Leach Field

☐ Aeration Tank

☐ Filtration Bed

☐ Unknown

☐ Other

If not a public or private sewer, date of last inspection:

Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?  
Yes ☐ No ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? ☐ Yes ☒ No  
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? ☐ Yes ☒ No  
If "Yes", please describe and indicate any repairs completed:

Owner's Initials

WLP

Date

Owner's Initials

Date

Purchaser's Initials

JPH

Date

Purchaser's Initials

09/22/18  
1:52PM EDT  
dotloop verified

Date

(Page 2 of 5)



Property Address 7321 Markell Road, Waite Hill, OH 44094

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? ☐ Yes ☒ No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

Have you ever had the property inspected for mold by a qualified inspector? ☐ Yes ☒ No  
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: \_\_\_\_\_

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

**E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):** Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?  
☐ Yes ☒ No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): \_\_\_\_\_

Do you know of any previous or current fire or smoke damage to the property? ☐ Yes ☒ No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

**F) WOOD DESTROYING INSECTS/TERMITES:** Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? ☐ Yes ☒ No  
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): \_\_\_\_\_

**G) MECHANICAL SYSTEMS:** Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): \_\_\_\_\_

**H) PRESENCE OF HAZARDOUS MATERIALS:** Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known	_____	_____	_____
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: \_\_\_\_\_

Owner's Initials WLP Date \_\_\_\_\_  
Owner's Initials 07/12/18 Date \_\_\_\_\_

Purchaser's Initials JDH Date \_\_\_\_\_  
Purchaser's Initials 09/22/18 Date \_\_\_\_\_  
dotloop verified

Property Address 7321 Markell Road, Waite Hill, OH 44094

I) **UNDERGROUND STORAGE TANKS/WELLS:** Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? ☐ Yes ☐ No  
If "Yes", please describe:

Do you know of any oil, gas, or other mineral right leases on the property? ☐ Yes ☐ No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) **FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:**

Is the property located in a designated flood plain?

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

Yes No Unknown  
☐ ☐ ☐

K) **DRAINAGE/EROSION:** Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? ☐ Yes ☐ No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years):

L) **ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION:** Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? ☐ Yes ☐ No  
If "Yes", please describe:

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). ☐ Yes ☐ No  
If "Yes", please describe:

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? ☐ Yes ☐ No  
If "Yes", please describe:

List any assessments paid in full (date/amount):

List any current assessments: monthly fee Length of payment (years months)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. ☐ Yes ☐ No

If "Yes", please describe (amount):

M) **BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS:** Do you know of any of the following conditions affecting the property? Yes No

1) Boundary Agreement

2) Boundary Dispute

3) Recent Boundary Change

4) Shared Driveway

5) Party Walls

6) Encroachments From or on Adjacent Property

Yes No  
☐ ☐  
☐ ☐  
☐ ☐

If the answer to any of the above questions is "Yes", please describe:

N) **OTHER KNOWN MATERIAL DEFECTS:** The following are other known material defects in or on the property:

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials Date  
Owner's Initials Date

Purchaser's Initial Date  
Purchaser's Initial Date



Property Address 7321 Markell Road, Waite Hill, OH 44094

### CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: Wilson Land Properties, LLC

dotloop verified  
07/12/18 2:05PM EDT  
38MG-4XDC-2ACD-JPHD

OWNER: \_\_\_\_\_

### RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at [www.dnr.state.oh.us](http://www.dnr.state.oh.us).

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: John J Henblein

dotloop verified  
09/22/18 1:52PM EDT  
4ILC-DDAN-3YBW-FOFL

PURCHASER: \_\_\_\_\_

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